

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless specifically authorized by the Authority.

Additions to, changes in and eliminations from this tariff will be in loose leaf form.

UTHIOPIA, LLC d/b/a WINNER TRANSPORTATION

CPCN 2151, Sub 1

CHARTER SERVICE TARIFF No. 1

Naming

Fares, Charges, Rules and Regulations

For

The Transportation of Passengers and Their Baggage

In

Charter Bus Operations

Between

Points and Places in the State of Nevada

Issued:

Issued by:

**Yemisrach G. Demissie
Uthiopia, LLC d/b/a
Winner Transportation
9550 S. Eastern Ave., Ste. 253
Las Vegas, Nevada 89123**

Effective:

ACCEPTED

MAR 24 2014

**Nevada Transportation Authority
Las Vegas, Nevada**

UTHIOPIA, LLC d/b/a WINNER TRANSPORTATION
CPCN 2151, Sub 1
CHARTER TARIFF No. 1

CHECKING SHEET FOR TARIFF

Upon receipt of new or revised pages a check mark must be placed opposite the "Correction Number" (shown below) corresponding to number shown in lower left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revises page.

CORRECTION NUMBERS

1	7	13	19	25
2	8	14	20	26
3	9	15	21	27
4	10	16	22	28
5	11	17	23	29
6	12	18	24	30

EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

DBA.....	Doing Business As	N.....	New
NEV.....	Nevada	C.....	Change, neither increase nor reduction
No.....	Number	I.....	Increase
Nos.....	Numbers	R.....	Reduction
NTA.....	Nevada Transportation Authority		

APPLICATION OF CARRIERS OPERATING AUTHORITY

Uthiopa, LLC d/b/a Winner Transportation is authorized under CPCN in intrastate commerce, as a motor carrier as follows:

Operate as a passenger carrier to provide Intrastate Charter Bus Service on call over irregular routes between points and places within the State of Nevada.

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**Rule
No.**

RULES AND REGULATIONS

1 APPLICATION OF RATES AND CHARGES

Fares and charges named in this tariff are applicable to Waiting Time (once driver has engaged passenger(s) and has been directed to wait) and Live Time (actual time passenger(s) is on board vehicle). It is applied from the time vehicle picks up its passengers until passengers are dropped-off and vehicle released within the designated boundaries as described below. Charters out of the designated area dispatched from its Home Base will include additional deadhead time that is calculated from its Home Base to the designated pick-up drop-off destination and added to the rates and charges named in this tariff. (Deadhead Time: required travel of the vehicle without passengers between the point of dispatch and the point of passenger pickup or drop off outside of designated boundaries). Charter operations shall be conducted under charges as provided within this tariff.

2 BAGGAGE

(A) Hand Baggage is not to exceed seventy (70) pounds in weight per bag with a maximum of two (2) bags per passenger for each fare ticket. (B) Baggage will not be checked. (C) No baggage other than hand baggage will be carried with passenger on vehicle. (D) Carrier will not be liable for loss or damage to baggage or contents thereof unless occasioned by lack of reasonable care on its part and only in accordance with Rule 3 herein. (E) Articles with sharp edges, oversized baggage, or that which might otherwise damage the vehicle will not be carried unless securely and safely packaged. (F) Explosives, inflammables, or other harmful liquids will not be transported.

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Rule No.	RULES AND REGULATIONS (Continued)	
3	<p><u>LIABILITY, LIMITATIONS AND CLAIM PROCEDURE</u></p> <p>(A) Carrier will not be responsible or liable to passengers for personal articles lost by or stolen from passengers. (B) Carrier will not be liable for loss or damage to baggage, baggage or the contents thereof unless occasioned by lack of reasonable care on the part of the carrier or its agents and then only for the reasonable value thereof, subject to a maximum liability of \$200.00 for the loss of or damage to any single piece of baggage, including its contents thereof. Claims for loss or damage must be filed in writing with the carrier within seven (7) days after the occurrence of the loss or damage is discovered. Within fourteen (14) days after the receipt of the claim, the carrier shall: (a) compensate the shipper or consignor; or (b) deliver to the consignor a written denial of the claim. A denial of a claim be by appealed by the shipper or consignor to the Nevada Transportation Authority. Carrier will require sufficient information regarding such loss or damage to enable carrier to determine the basis for and amount of the claim.</p> <p>Carrier will not be responsible for delays caused by an act of God, public enemy, authority of law, quarantine, perils of navigation, riots, strikes, force majeure, accidents, breakdowns, bad conditions of the road, storms and any other conditions beyond its control; and does not guarantee to arrive at or depart from any point at a specified time. However, the carrier will endeavor to maintain the schedule submitted by its agent or employee; and, over routes indicated, but the same in not guaranteed. If any act of God, public enemy, authority of law, quarantine, perils of navigation, riots, strikes, force majeure, accidents, breakdowns, bad conditions of the road, storms, the hazards or dangers incident to the state of war, and other conditions beyond its control make it, in the opinion of the carrier, inadvisable to operate its equipment either from the point of origin or any point en route, the carrier will not be held for damages for any reason whatsoever.</p>	
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Rule No.	RULES AND REGULATIONS (Continued)	
4	<u>OBJECTIONABLE PERSONS</u> The carrier will refuse to carry or will remove, at any proper point en route, any person who is intoxicated or believed to be under the influence of narcotics. The carrier will also refuse to carry passengers whose physical or mental behavior, is such, as to render him or her incapable of caring for himself or herself without assistance or render him or her objectionable to other passengers, or involve any hazard or risk to other persons or property being transported. EXCEPTION: This rule does not apply to persons who are ill and are accompanied by an attendant or nurse.	
5	<u>ANIMALS</u> Animals, other than "Guide Dogs" or other animals that assist a person with disabilities will not be carried without prior arrangements with the carrier and unless the animal is properly confined.	
6	<u>PASSENGER ALERT</u> Carrier may elect to appoint as its agent any organization, firm, corporation motel, hotel, or legal gaming operation, who individually or collectively, desire to obtain passenger bus transportation between one or more common points for the collection of all applicable charges and remittance thereof direct to carrier without individual passenger fare collection by the carrier.	
7	<u>CANCELLATION OF SERVICE</u> The carrier reserves the right to cancel any service because of weather or other conditions such as road hazards due to slides, storms, or any other similar causes, natural or otherwise which makes travel inadvisable. Carrier reserves the right to charge a cancellation fee in the event that the request for transportation is cancelled less than thirty (30) days from time of requested service. The maximum cancellation fee shall be equal to the minimum charge for the transportation services originally requested.	
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Rule No.	RULES AND REGULATIONS (Continued)
8	<p><u>DAMAGE TO VEHICLES</u></p> <p>(A) Each vehicle dispatched for a charter will be in good condition upon arrival. Any damage to the vehicle which is caused by the charter customer(s) will be charged by the carrier to the customer(s). Charter customer(s) will be charged for smoke damage and/or burn holes in carpeting and upholstery as to the result of smoking. (B) A special cleaning fee will be assessed for extra cleaning beyond reasonable use of vehicle or due to the charter customer(s) intentional acts of negligence.</p>
9	<p><u>EQUIPMENT SUBSTITUTION</u></p> <p>When scheduled equipment is not available or due to the total number of passengers, carrier may at its discretion, substitute equipment.</p>
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**UTHIOPIA, LLC d/b/a WINNER TRANSPORTATION
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CHARTER TARIFF No. 1**

CHARTER SERVICE RATES AND CHARGES

Application

All charges herein are shown in dollars and cents and are payable in lawful United States Money.

The charges published in this tariff are based upon the total number of charter coaches necessary to transport the charter party, plus extra accommodations. If the total number of passengers exceeds the capacity of one charter coach, the charges shown herein, will be applied separately to each charter coach used. Charges shown herein apply to charter trip over paved, oiled macadam roads and roads over which the charter coach can be operated at the time of the trip with safety and without undue wear.

When the charges accruing on a charter movement, based on a time or mileage exceed the charges computed upon a rate based upon a greater time or mileage charge, the latter will apply.

Charges named herein do not include gratuities, admission fees, meals, shows, hotel accommodations or any other like charges. At the request of the charter party, carrier MAY make arrangements on the charter party's behalf for rooms, food and other activities as requested by the charter party. The cost of these arrangements will be added to all other charges.

Charges for transportation and other arrangements are due and payable as specified on each individual Charter Order.

Charges named herein include the service of the vehicle and the driver unless otherwise stated.

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CHARTER SERVICE RATES AND CHARGES (Continued)

Basic Charges

The basic charges to be assessed by carrier will be time charges by the hour as described below. Such time-based charges will be assessed as described herein under the section "APPLICATION OF RATES AND CHARGES".

For BERUS XL (16 passenger coach):

Minimum charge, one hour	\$100.00
Each additional half-hour or less	\$50.00
Minimum charge, one hour*	\$90.00
Each additional half-hour or less*	\$45.00

*Requires usage by customer of (100) hours or more, cumulative of all vehicle categories, for a minimum of two consecutive calendar months.

For BERUS XXL (25+ passenger coach):

Minimum charge, one hour	\$130.00
Each additional half-hour or less	\$65.00
Minimum charge, one hour*	\$110.00
Each additional half-hour or less*	\$55.00

*Requires usage by customer of (100) hours or more, cumulative of all vehicle categories, for a minimum of two consecutive calendar months.

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CHARTER SERVICE RATES AND CHARGES (Continued)

Mileage Charges

For any chartered service that travels further than 50 radius miles from Las Vegas, carrier shall charge \$1.00 per mile in addition to the hourly tariff of the chartered vehicle. Such charge shall be disclosed to and agreed upon by the charter customer.

Fuel Surcharge

Carrier will charge a 10% fuel surcharge on each chartered service. Such fuel surcharge percentage will be multiplied by the final total basic hourly charge for the charter service and will not include mileage charges, surcharges or any other special charges. Such charge shall be disclosed to and agreed upon by the charter customer.

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CHARTER SERVICE RATES AND CHARGES (Continued)

Special/Service Charges

- Any amenities i.e., Food, Beverages, Flowers, etc. will be at cost plus 20%.
- A Driver gratuity of (20%) will be recommended to customer quotes for all pre-arranged reservations confirmed by telephone, facsimile, email or other electronic means and will be included for charters of (3) three or more hours unless requested not to add gratuity.
- Airport Gate Meet & Greet: Will be based on real time from time vehicle arrives at Zero Level until charter is completed at drop-off point. An additional hour of service will be added to all charter service where customer requests gate meet & greet.
- Airport Vehicle Search Fee: A fee of \$2.00 per vehicle per security check will apply to all charter services where the carrier is required to pay an airport vehicle search fee to the Clark County Department of Aviation.
- All toll charges, parking, lodging or other trip fees, park entrance fees are the responsibility of the customer. They may be paid directly by customer or billed to their fare at cost.
- Maximum over the road Driver-drive time allowed by law is 10-hours. Therefore, any long distance trip over 5-hours driving one way, requires overnight stay at turning point, making trip a two day charter.
- While carrier will endeavor to adhere to time schedules specified by customers, carrier will not be liable for delays caused by an acts of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, and hazard or dangerous incident to a state of war, accidents, storms and any other conditions beyond its control. Carrier shall not be held liable for any damages caused by delays specified herein.
- Any additional time incurred by the carrier at the request of the charter party, will be charged at the applicable additional rate.
- Actual costs incurred for additional driver or drivers required by reason of the use of the charter equipment in such a manner that the original driver must be taken out of service to comply with applicable federal or state hours of service regulations, will be added to all other charges.

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